

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,	)	
a Delaware corporation; and	)	
QUALCOMM TECHNOLOGIES, INC.,	)	
a Delaware corporation,	)	
	)	C.A. No. 24-490 (MN)
Plaintiffs,	)	
	)	
v.	)	
	)	
ARM HOLDINGS PLC., f/k/a ARM LTD.,	)	
a U.K. corporation,	)	REDACTED PUBLIC VERSION
	)	
Defendant.	)	

**PLAINTIFFS' RESPONSE TO DEFENDANT'S STATEMENT OF UNDISPUTED  
MATERIAL FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT  
ON QUALCOMM'S UCL CLAIM (COUNT VI) (D.I. 415)**

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## **I. THE FIRST LITIGATION<sup>1</sup>**

1. Undisputed for purposes of this motion that Arm sued Qualcomm on August 31, 2022 and that Qualcomm answered on September 30 (but of 2022, not 2023). *See* D.I. 417 Ex. 3 at 77. Qualcomm lacks knowledge of whether [REDACTED], but any dispute is immaterial because that fact is irrelevant to the disposition of Arm’s motion.

2. Undisputed for purposes of this motion that Arm and Qualcomm are sophisticated companies. Arm’s characterization of the Arm Action is not supported by any of the cited material. *See* D.I. 417 Ex. 4 ¶¶ 35, 83; Ex. 5 at -456-57; Ex. 6 at -305, -315-16.

3. Undisputed for purposes of this motion.

## **II. ARM’S BUSINESS**

4. Disputed that Arm’s business model actually allows “customers to access Arm products,” as Arm’s withholding of technology from Qualcomm is central to this case. *See, e.g.*, D.I. 137. Undisputed that Arm advertises itself in this way.

5. Disputed that an ALA “enable[s]” a licensee to design CPUs. An ALA grants license rights to [REDACTED], which a licensee may use to design its CPUS. D.I. 428 Ex. 2.

6. Disputed as to Arm’s misstatement of Mr. Grisenthwaite’s testimony. Mr. Grisenthwaite corrected his testimony that [REDACTED]

[REDACTED] D.I. 417 Ex. 9 at 49:17-50:2.

7. Disputed as to Arm’s characterization of Mr. Abbey’s testimony. Mr. Abbey did not testify that [REDACTED]

[REDACTED]. D.I. 417 Ex. 10 at 46:12-18. Qualcomm lacks knowledge of whether Arm [REDACTED]

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<sup>1</sup> For ease of reference, Plaintiffs have copied Arm’s headings, but do not necessarily agree that Arm’s headings are accurate.

[REDACTED], but any dispute is immaterial to the disposition of Arm’s motion.

8. Undisputed for purposes of this motion that Mr. Abbey gave the quoted testimony.

9. Undisputed for purposes of this motion.

10. Undisputed for purposes of this motion that Arm advertises the “Arm Flexible Access model” this way. Qualcomm does not license IP via that model and lacks knowledge of the accuracy of Arm’s statement, but any dispute is immaterial to the disposition of Arm’s motion.

11. Undisputed for purposes of this motion that Arm advertises the “Arm Total Access model” this way. Qualcomm does not license IP via that model and lacks knowledge of the accuracy of Arm’s statement, but any dispute is immaterial to the disposition of Arm’s motion.

12. Undisputed for purposes of this motion that Arm and [REDACTED]  
[REDACTED] and that the quoted language reflects testimony from Arm’s SVP Paul Williamson [REDACTED] [REDACTED] [REDACTED].

13. Undisputed for purposes of this motion that Mr. Awad gave the quoted testimony.

14. Undisputed for purposes of this motion that [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]. Ex. 90 at 125:9-22 (Williamson).

### **III. QUALCOMM’S BUSINESS**

15. Undisputed for purposes of this motion.

16. Undisputed for the purposes of this motion that Mr. Asghar provided the described testimony with respect to Qualcomm’s business.

17. Undisputed for purposes of this motion.

18. Undisputed for purposes of this motion that Qualcomm’s semiconductor business,

named Qualcomm CDMA Technologies, licenses and uses Arm's IP.

19. Undisputed for purposes of this motion.

20. Undisputed for purposes of this motion.

21. Undisputed for purposes of this motion, though any dispute is immaterial because this fact is irrelevant to the disposition of Arm's motion. Arm is not asserting any defense premised on the FTC's allegations, and the FTC's proceeding did not involve a California UCL claim.

22. Undisputed for purposes of this motion, though any dispute is immaterial for the reasons discussed in paragraph 21 and because the FTC's case involved federal claims based on the FTC Act and the Sherman Act.

23. Disputed as to the characterization that Qualcomm argued the FTC had to prove a violation at the pleadings stage, D.I. 418 Ex. 22 at 13, though any dispute is immaterial for the reasons discussed in paragraph 21.

24. Undisputed for purposes of this motion, though any dispute is immaterial for the reasons discussed in paragraph 21.

#### **IV. SEMICONDUCTOR INDUSTRY**

25. Disputed as to Arm's characterization of "[REDACTED]." Arm omits Mr. Asghar's testimony that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 3 at 155:2-158:3 (Asghar). The Arm ISA is the primary ISA. Ex. 84; Ex. 85 at 148:21-25 (Howard).

26. Disputed. [REDACTED]. *See, e.g.,* Ex. 3 at 155:2-158:3 (Asghar); Ex. 2 at 192:18-193:19, 195:7-24 (Amon); Ex. 86 at 16:22-

17:8, 57:6-21 (Vidon).

27. Undisputed for purposes of this motion.

28. Undisputed for purposes of this motion.

29. Disputed. [REDACTED]. *See, e.g.*, Ex. 3 at 155:2-158:3 (Asghar); Ex. 2 at 192:18-193:19 (Amon); Ex. 86 at 57:6-21 (Vidon); *supra* ¶ 27.

30. Disputed as to Arm's selective quoting of Posner's full statement: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] D.I. 417 Ex. 18 ¶ 64.

31. Undisputed as to [REDACTED]

[REDACTED]. Arm, however, omits that [REDACTED]

[REDACTED] D.I. 418 Ex. 26 at -850.

32. Undisputed for purposes of this motion that the quoted language reflects Arm's statement in an Arm internal document.

33. Disputed as to Arm's selective omission of its estimated ">99%" market share for "mobile applications" and "70%" market share for "other mobile." D.I. 418 Ex. 28 at -097. Qualcomm also notes that the slide containing this data, from Arm's Q1 FYE26 Investor Presentation, is titled "Royalty: Gaining Share in a Massive Market." *Id.*

34. Undisputed for purposes of this motion that this is Arm's estimate.

35. Disputed. [REDACTED],

[REDACTED]

[REDACTED] *See, e.g.*, Ex. 3 at 155:2-158:3 (Asghar); Ex. 2 at 195:7-24 (Amon); Ex. 86 at 16:22-17:8 (Vidon).

36. Disputed. [REDACTED].

*See, e.g.*, Ex. 3 (Asghar) at 155:2-158:3; Ex. 2 (Amon) at 195:7-24; Ex. 86 (Vidon) at 16:22-17:8.

37. Undisputed for purposes of this motion.

38. Undisputed for purposes of this motion that Qualcomm has contemplated such a plan. Mr. Asghar's cited testimony [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] D.I. 417 Ex. 17 at 212:6-213:8.

39. Undisputed for purposes of this motion.

40. Undisputed for purposes of this motion that Qualcomm has shipped more than 650M RISC-V microcontrollers—lower-level cores. Ms. Varma specified [REDACTED]  
[REDACTED]

[REDACTED] D.I. 418 Ex. 34 at 196:20-197:8.

41. Undisputed for purposes of this motion.<sup>2</sup>

42. Undisputed for purposes of this motion.

43. Undisputed for purposes of this motion.

44. Undisputed for purposes of this motion.<sup>3</sup>

## **V. QUALCOMM'S UNFAIR COMPETITION LAW ("UCL") THEORY**

45. Disputed to the extent that Arm intends for "theories of 'monopoly'" to mean something different than a claim for monopolization. Undisputed for purposes of this motion that Qualcomm is not litigating a Sherman Act case and that it does not need to identify any antitrust laws implicated by Arm's conduct. *See* Pltfs.' Opp. to Arm's Mot. for Summ. J. § V.D.

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<sup>2</sup> Arm's second quote is really a paraphrase, but Qualcomm does not dispute the substance.

<sup>3</sup> Arm's second quote is really a paraphrase, but Qualcomm does not dispute the substance.

46. Undisputed for purposes of this motion that Posner is not offering legal opinions.

47. Undisputed for purposes of this motion.

48. Disputed. Qualcomm is both Arm's consumer and [REDACTED] *See infra* ¶ 53.

49. Disputed to the extent that Arm means for "[REDACTED]" to encompass all of its anticompetitive conduct. Posner stated in his reports and testified [REDACTED]

[REDACTED]

[REDACTED] D.I. 417 Ex. 16 at 327:5-329:10; D.I. 417 Ex. 18 ¶ 74; D.I. 418 Ex. 42 ¶ 9.

50. Undisputed for purposes of this motion.

51. Undisputed for purposes of this motion.

52. Undisputed for purposes of this motion.

53. Disputed. Arm's contention ignores that Qualcomm is itself a consumer of Arm's products. *See, e.g., supra* ¶ 1; D.I. 444 Ex. 4 at 28; UCL CSOF ¶¶ 1-3.

54. Disputed to the extent Arm implies that Qualcomm seeks damages apart from the agreed-upon remedy in [REDACTED] of the ALA or TLA, respectively, for its claims for breach of [REDACTED] of the ALA and [REDACTED] of the TLA.

55. Disputed. Qualcomm's requests for injunctive relief are discussed in testimony cited in Interrogatory No. 7. *See* Ex. 87 at 167:13-22 (Chaplin) [REDACTED] [REDACTED] (cited in D.I. 418 Ex. 40 at 58)). Qualcomm also explained its need for injunctions in response to Interrogatory 21 (D.I. 435 Ex. 18 at 56-57), and requested such relief in its operative complaint (D.I. 137 at Prayer for Relief). Rule 26 requires a "computation of each category of damages," not a request for injunctive relief, so Arm's citation is irrelevant. D.I. 418 Ex. 46 at 8.

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**CERTIFICATE OF SERVICE**

I hereby certify that on November 7, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on November 7, 2025, upon the following in the manner indicated:

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